

Keokuk

Teamsters #238 (Public Works)

7/1/2006 6/30/2007

KEOKUK / TEAMSTERS #238 (PUBLIC WORKS) 06-07

AGREEMENT BETWEEN THE

CITY OF KEOKUK, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS

[ GENERAL UNIT ]

July 1, 2006 through June 30, 2007

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## ARTICLES OF AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_,20\_\_ by and between CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and the CITY OF KEOKUK, IOWA, hereinafter referred to as the Employer.

This Agreement shall cover the following employees employed by the City of Keokuk, Iowa:

All employees of the Street Department, Sanitation Department, Sewer Maintenance Department, Garage and Mechanical Maintenance Department, Painting and General Maintenance Department, Park Department and Oakland Cemetery Department, and Bridge Department, including the Working Foreman within these Departments, excluding Office and Clerical Workers and Supervisors.

## ARTICLE 1

### RECOGNITION CLAUSE

The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer.

The Union recognizes the employees' responsibility to cooperate with the City of Keokuk to assure maximum service to the public.

The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Any person newly employed, shall be so employed, only on a ninety (90) working day trial basis, during which time he/she shall either be discharged by the Employer without further recourse, or placed on the regular seniority list, as of date of hire. This shall not apply to any person employed in the summer work program for youth; as a part of any state or federal employment program; or any person employed on a seasonable basis, provided that such employment shall be limited to a period of ninety-two (92) working days. No regular employees shall be laid off, as long as, any person working under the above mentioned program is employed. In the event the Employer hires a person who was part time, temporary help, or on a state or federal employment program as mentioned above, as a regular employee, that employee shall be given a seniority date, one (1) day later than the last regular employee hired. This is applicable, only when a permanent employee is hired, while another individual is on temporary status.

## ARTICLE 2

### UNION STEWARD

The Employer recognizes the right of the Union to designate a Grievance Steward and alternate to handle such Union business as may from time to time be delegated to them by the Union Executive Board.

### ARTICLE 3

#### LEAVE OF ABSENCE FOR UNION BUSINESS

Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or to serve in any capacity on, any other Union official business.

The Union agrees that notification of leave of absence will be given to the City, as far in advance of the effective date, as possible.

### ARTICLE 4

#### EXTRA CONTRACT AGREEMENTS

The Employer, signer of this Agreement, agrees not to enter into any agreement or contract with its employees covered by this Agreement, individually or collectively, which, in any way conflicts with the terms and provisions of this Agreement.

### ARTICLE 5

#### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained, at not less than, the highest standards in effect, at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

### ARTICLE 6

#### LOSS OR DAMAGE

An Employee shall not be disciplined for loss or damage to property, equipment, or vehicles unless the incident meets the criteria shown in the following. Loss or damage and disciplinary measures shall be stated in the following table. Nothing in this Article is intended to change the provisions of Article 13, "Discharge."

<u>INCIDENT</u> .....	<u>DISCIPLINE</u>
First occurrence .....	Warning
Second occurrence .....	Three-day suspension without pay
(Within 9-month of first occurrence)	

Third occurrence..... Discharge  
(Within 12-month of second occurrence)

## ARTICLE 7

### BONDS

Should the Employer require any employee to give a bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

## ARTICLE 8

### PASSENGERS

No driver shall be permitted to allow anyone other than the employees of the Employer, who are on duty, to ride on or in their vehicle, without written authorization by the employee's Department Manager.

## ARTICLE 9

### COMPENSATION CLAIMS

The Employer agrees to exert all reasonable efforts, to obtain prompt payment of injury compensation claims by his Compensation Insurance Carrier.

## ARTICLE 10

### SENIORITY

The purpose of this Article is to protect the seniority of the employees and provide for an even distribution of necessary overtime hours, as nearly equal as possible.

#### Section 1

Street Department, Sanitation Department, Painting and General Maintenance, Park Department, Oakland Cemetery Department, and Sewer Maintenance Department and Bridge Department. There shall be one (1) Master Over-all Seniority List for all employees, except the Garage and Mechanical Maintenance Department employees, covered by the Agreement in the above-mentioned Departments for the purpose of lay-off and recall to employment by seniority.



## Section 2

Each individual Department shall have a seniority list of all employees covered by the Agreement employed in that Department for seniority purposes.

## Section 3

The Master Over-all Seniority List shall list all employees in the various departments, in accordance with their last date of hire, except the Garage and Mechanical Maintenance Department, which shall have a separate and independent seniority list. Bridge Department employees, in the Master Over-all Seniority List, will be in order of their date of hire, with a date, one (1) day later than the last employee as of November 1993.

## Section 4

In reducing the work force due to lack of work in any of these Departments, except the Garage and Mechanical Maintenance Department, the lay-off shall be from the bottom of the Master Over-all Seniority List, regardless of what Department the man on the bottom of the Master Over-all Seniority list is working. When the work force in the various Departments is increased, men on lay-off shall be given a week's notice to return to work, in accordance with their qualifications and seniority standing, and shall be put back to work in their respective Department, and in so doing, return any employee who may have been moved from one (1) Department or the other, to the Department from which he was moved due to the reduction in force. If a man on layoff does not return and a new man is hired, the new man shall be put in the Department in which the lay-off occurred.

## Section 5

The Master Seniority list will control all promotional job bidding, if personnel are qualified. Any employee selected to fill a new job or vacancy shall have forty-five (45) working days to qualify for that job. If a person does not qualify, the employee shall return to their previous job and classification. All vacancies and new jobs will be filled from the current seniority lists before hiring from the outside.

## Section 6

The opportunity for overtime hours in a Department shall be divided as nearly equal as possible among the employees within their classification. The timekeeper, or whoever is designated by the employer to do so, shall furnish the Union Steward in each Department, a list of overtime hours worked by each employee in the Department. The Steward is to make the request at the end of any three (3) month period.

## Section 7

A list of the employees, arranged in the order of their Department seniority, shall be posted at each place of employment. Any controversy over the seniority standing of any employee on a seniority list

shall be referred to the Employer and the Union for settlement, said settlement to be based upon the latest date of hire, in the bargaining unit of the employee in question.

#### Section 8

In the event, any employee in the bargaining unit accepts the position with the Employer, as a working foreman or Manager, the employee shall maintain and continue to accrue seniority while working in the capacity of a working foreman or Manager.

#### Section 9

An independent and separate seniority list is to be maintained for the Garage and Mechanical Maintenance Department. Reduction of force and recall to employment, in the Garage and Mechanical Maintenance Department, shall be accomplished on the basis of seniority, subject to qualifications. Garage and Mechanical Maintenance employees subject to lay-off from the Garage and Mechanical Maintenance Department, shall be entitled to fill vacancies, subject to qualifications and overall seniority in other departments covered by this Agreement and to maintain seniority in filling any such vacancy. This provision shall prevail over any other provisions of this Contract in conflict with this provision.

### ARTICLE 11

#### LEAVE OF ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. Any leave of absence granted will be without pay and the Union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee on leave of absence without pay shall not accumulate vacation or sick leave benefits, nor shall such employee be paid or receive any holiday pay or benefits.

An employee on leave of absence with pay, shall accumulate vacation and sick leave benefits and receive holiday pay, but only to the extent such employee shall have accumulated sick leave, which shall be used and reduced to cover the benefits thus granted.

The City Council may, at the request of the employee, waive by Resolution, any provision of this Article.

## ARTICLE 12

### MILITARY SERVICE

Employees enlisting or entering the military service of the United States shall be granted all rights and privileges provided in the Uniform Service Employment and Reemployment Rights Act of 1994 and State of Iowa Code and Judicial Branch.

## ARTICLE 13

### DISCHARGE

The Employer shall not discharge any employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union Steward in the employee's department, except that no warning notice need be given any employee before they are discharged if the cause of such discharge is purposely falsifying any City reports or records, use of illegal drugs while on duty, dishonesty or drunkenness while on duty, reckless or willful conduct which could result in a serious accident, damage, or injury while on duty or directed toward city property or personnel while on duty. The warning notice herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice, except as provided in Article 6. Any employee may request an investigation as to their discharge. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at their usual rate of pay while they have been out of work. Appeal from discharge must be made within five (5) working days by written notice, and a hearing held within ten (10) working days from the date of written notice of appeal.

## ARTICLE 14

### PAY DAYS

All employees covered by this Agreement shall be paid every two (2) weeks. Each pay period shall end one (1) week prior to the day on which paychecks are delivered. The City may withhold up to one (1) week's pay (a period covering seven (7) calendar days) for bookkeeping and other administrative purposes, provided however, that at the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

## ARTICLE 15

### HOURS OF EMPLOYMENT AND CALL IN TIME

#### Section 1

All regular employees covered by this Agreement shall be guaranteed a forty (40) hour workweek, if they start to work Monday morning. The hours of labor shall consist of eight (8) hours per day, Monday through Friday. Time and one-half the regular rate shall be paid for all time worked in excess of eight (8) hours per day and/or over forty (40) hours in any one (1) week. Overtime shall not be paid twice for the same hours worked. Time and one-half shall also be paid for all hours worked prior to 6:00 a.m., sweeping and flushing the streets, and spraying shall be the exception to this. Sweeping, flushing and spraying will be paid twenty cents (.20) an hour differential, when shift starts before 6:00 a.m. All time worked on Sunday shall be paid for, at double time.

#### Section 2

When it is necessary to call an employee from his home for work during any hours, in addition to his regular shift, unless said time is immediately prior to or succeeding his regular shift, he shall receive a minimum of four (4) hours pay, at the rate of time and one-half the regular rate of pay. This shall be paid in addition to his regular week's work. Double time shall be paid for such a call-in on Sunday.

#### Section 3

In the event, the employee is unable to report for work, such employee shall call before his or her usual time to report and give the Employer notification of not being able to report for work. Such employee may call his or her Manager at the Manager's home to give such notice.

## ARTICLE 16

### HOLIDAYS

#### Section 1

Regular recognized holidays by both parties are:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day-to be observed	Day after Thanksgiving
the last Monday of May	Christmas Day
Fourth of July	Day prior to Christmas Day

## Section 2

Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at his straight time hourly rate, including those, which fall on Saturday.

All employees shall recognize the holiday as declared by the governing authorities of the City. Employees working on such a designated holiday shall receive pay at one and one-half (1 ½) times their basic rate of pay.

Any employee who is called in to work, at any time on the holiday or a day observed as a holiday, shall be paid one and one-half (1 ½) times his straight time hourly rate for all hours worked, with a guarantee of a minimum four (4) hours for such call-in.

## Section 3

When an employee received pay for a holiday not worked, as provided in Section 2 of the Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holiday falls on Saturday.

# ARTICLE 17

## VACATIONS

### Section 1

An employee shall accumulate vacation time at a rate of .193 days for each pay period an employee is maintained on the City payroll from the date of hire. An employee shall have his or her rate of accumulation adjusted upon the employee's anniversary date, beginning the pay period after the anniversary date, as shown following:

After the first anniversary of employment, .385 days per pay period. (Two (2) weeks of five (5) days each per year).

After the fourth anniversary of employment, .577 days per pay period. (Three (3) weeks of five (5) days each per year).

After the tenth anniversary of employment, .770 days per pay period. (Four (4) weeks of five (5) days each per year).

After the seventeenth anniversary of employment, .962 days per pay period. (Five (5) weeks of five (5) days each per year).

After the twenty-fifth anniversary of employment, 1.154 days per pay period. (Six (6) weeks of five (5) days each per year).

## Section 2

A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at the time of vacation. A vacation week shall consist of five (5) working days.

## Section 3

All vacations shall be coordinated with the department manager; however, seniority shall prevail in the event of scheduling conflicts.

## Section 4

In the event, a holiday(s) falls within an employee's vacation period, he or she shall be granted an additional day(s) off with pay in conjunction with the employee's vacation.

## Section 5

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation time under Section 1 of this Article. No employee may accumulate a vacation in excess of thirty-nine (39) times the vacation earned by said employee, during a pay period.

## Section 6

All vacations shall be taken in one-week increments of five (5) consecutive workdays (Monday through Friday) unless another vacation period is approved by the employee's managers. Upon manager's approval, vacations may be taken by the hour, except that there will be a 4 hour minimum.

## Section 7

Except employees who have been employed less than one (1) year (who shall not receive any benefits), all employees, at the end or termination of their employment, for any reason, shall be paid for all vacation accumulated on the date employment ends.

## ARTICLE 18

### VISITATION

The Business Representative or anyone else authorized to act for the representative, shall have the privilege, by appointment, to visit the City Barn, Park Department, Cemetery Department, Bridge Department, and City Office to help enforce the rules of this Agreement and take care of any grievances that might arise. The Business Representative or anyone else authorized to act for the representative shall make a reasonable effort to contact the Department Manager and/or the Director of Public Works.

## ARTICLE 19

### UNION TO FURTHER THE INTEREST OF EMPLOYER

The Union agrees to do all in its power to further the interest of the Employer.

## ARTICLE 20

### COPIES OF AGREEMENT TO UNION

The City shall deliver twelve (12) copies of this Agreement to the Union, and send a copy of this Agreement to the Business Agent, Teamsters Local 238, 16452 Highway 34, W.Burlington, Iowa. The Union may post a copy of this Agreement on the bulletin board within each department.

## ARTICLE 21

### RIGHT OF UNION TO EXAMINE PAYROLL RECORDS

The Union, or its chosen legal representative, shall have the right to examine time sheets and all other records pertaining to compensation of the payroll of any employee whose pay is in dispute, such request to be made to the City Council with twenty-four (24) hours advance notice.

## ARTICLE 22

### SETTLEMENT OF DISPUTES

#### Section 1

It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be

made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) days of alleged infractions.

## Section 2

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort, on the part of the parties, to settle such promptly, as shown in this article.

## Section 3

The following provisions are agreed upon in relation to the grievance procedure:

a. The rights of individuals set forth in the grievance procedure are agreed upon, in consideration that the decision rendered under this grievance procedure shall be final, and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

b. Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step, may be immediately presented for handling at the next succeeding step. A grievance not appealed within ten (10) days from the date it was last answered, shall be considered as settled on the basis of the last answer.

c. Saturday, Sunday, or holiday, shall not be counted in determining the number of days in any interval mentioned in this Article.

d. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at step Section 4 (c) of this procedure. Should the Employer choose to file a grievance, it shall be entered at step Section 4 (c) of this procedure.

## Section 4

Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

a. Within five (5) days after the occurrence of an event given rise to a grievance, the employee involved shall discuss the matter with his immediate manager, with or without a Steward being present. If the employee so desires, he should request permission from his manager to discuss the matter promptly with his department head. Such discussion should take place within twenty-four (24) hours of his discussion with his immediate manager, with or without a Steward being present.

b. If the employee is not satisfied with the answer that he received, he shall, with or without a Steward being present, within seven (7) days after the occurrence of the incident, present the grievance in a written form to his department head, setting forth the nature of the grievance and the contract provision involved. The department head shall answer such grievance within three (3) days after such presentation or he may refer the grievance directly to



the Mayor for handling, and so notify the Steward.

c. Within three (3) days after receiving the department head's answer, if the employee is not satisfied, the grievance may be referred to the Mayor by the employee with or without the Steward being present. The Mayor or designee shall answer the grievance within three (3) days.

d. If the answer of the Mayor is not accepted, the Union, within fifteen (15) days after the date of such answer, may request that the grievance be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,

2. A joint letter will be mailed requesting either the Public Employment Relations Board or the Federal Mediation and Conciliation Service, to submit a list of five (5) available arbitrators from which one (1), is to be mutually selected, within five (5) days after receipt of the list.

3. If the parties are unable to agree upon one (1) of the individuals so listed, the parties shall alternately strike names from said list until only one (1) remains. The party requesting the arbitration shall strike the first name.

4. Either the Public Employment Relations Board or the Federal Mediation and Conciliation Service shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

## Section 5

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement, and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement, and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.

b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or in any way, modify the terms of this Agreement or any agreement made supplementary thereto.

## Section 6

The expenses and fees of the arbitrator and such other expenses, as are mutually agreed to, in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

## ARTICLE 23

### SICK LEAVE

#### Section 1

Any employee incurring a sickness or disability shall receive sick leave with full pay, to the extent herein provided. The City may send a representative to the employee's home to verify the cause of absence. Any employee confined to a hospital or furnishing a doctor's certificate shall not be questioned about his or her sick leave. For the purposes of light duty work, the employer shall have the right to contact the employee and the employee's doctor to see if the employee is capable of performing light duty work. All employees shall be treated equally in the offering of light duty work.

#### Section 2

Employees shall accumulate sick leave at a rate of 3.7 hours per pay period an employee is maintained on the City payroll and shall continue to do so until the employee shall have accumulated the maximum of one thousand one hundred thirty-six (1,136) hours, 142 days, of sick leave.

The City of Keokuk agrees that employees may be paid at the employee's election, for three (3) days or twenty-four (24) hours of accumulated sick leave, for the first three (3) days the employee is off duty, due to an occupational illness or injury or to whatever extent current state or federal laws dictate, on the first days of absences, in conjunction with worker's compensation.

#### Section 3

Employees must promptly notify their manager of their inability to work when scheduled.

#### Section 4

Section 1 hereof notwithstanding, new employees shall be advanced six (6) days of sick leave upon employment and shall not earn or accumulate additional sick leave, until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave, as provided in Section 2.

## Section 5

If death should occur while employed, pay out of sick leave shall be made to the surviving spouse and/or dependents living at home. All employees shall, upon regular retirement (IPERS rule currently in effect), be entitled to 100% of unused sick leave, with a maximum of seventy-one (71) days or five hundred sixty eight (568) hours or elect to use his/her accumulated sick leave up to a maximum of seventy-one (71) days or five hundred sixty eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,080) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

## Section 6

Employee may trade three (3) sick days for one (1) vacation day, with a maximum of seven (7) vacation days per year.

## ARTICLE 24

### TEMPORARY HELP

It is agreed that the Employer can hire persons for temporary or emergency work, for ninety-two (92) working days in any fiscal year, without complying with the wage rates set forth in this Agreement. Any job that is year-round shall not be filled by temporary help except for temporary or emergency work. Work or jobs that continue beyond 92 days shall not be considered temporary or emergency without the agreement of the parties, and the employer shall not layoff a temporary worker before or after the 92 days and replace the person with another temporary employee.

## ARTICLE 25

### CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and assessments of the Local Union, having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, same is to be furnished in the form required.

## ARTICLE 26

### WAGES

#### Section 1

The following shall be the minimum rates of pay for the classifications of employment in the various departments covered by this Agreement:

For the period beginning July 1, 2006 and ending June 30, 2007.

#### Street Department

Working Foreman .....	\$15.56
Street Maintenance .....	\$14.90

A forty-cent (.40) an hour premium (Street Department only) will be paid when operating the following equipment: Road Grader, Snow Plow, End Loader/Pulvimixer, Back Hoe, and Street Roller. A forty-cent (.40) an hour premium will be paid in the Bridge, Parks, and Cemetery Departments when those employees are performing snow removal duties.

#### Sanitation Department

Working Foreman .....	\$15.56
Sanitation Maintenance .....	\$15.30

#### Garage & Mechanical Maintenance Department

Working Foreman/Class A Mechanic .....	\$15.90
Class A Mechanic.....	\$15.74
Class B Mechanic.....	\$15.30

#### Painting & General Maintenance Department

Working Foreman .....	\$15.56
Building Maintenance Man .....	\$14.90

#### Park Department

Working Foreman .....	\$15.56
Park Maintenance .....	\$14.90

Oakland Cemetery Department

Working Foreman .....\$15.56  
Cemetery Maintenance.....\$14.90

Sewer Maintenance Department

Working Foreman .....\$15.56  
Sewer Maintenance.....\$15.30

Bridge Department

Working Foreman .....\$15.56  
Bridge Maintenance.....\$14.90

Any time an employee works in a higher classification, he or she, shall be paid at the wages provided in that classification.

Section 2

Each Employee covered by this agreement shall be paid as Longevity pay, the lump sum indicated below:

After five (5) years of service...Ten (\$10.00) Dollars per pay period..... \$260.00 Annually  
After ten (10 years of service...Eighteen (\$18.00) Dollars per pay period..... \$468.00 Annually  
After fifteen (15) years of service...Twenty-nine (\$29.00) Dollars per pay period. \$754.00 Annually  
After twenty (20) years of service...Thirty-seven (\$37.00) Dollars per pay period. .... \$962.00 Annually  
After twenty-five (25) years of service. Forty-five (\$45.00) Dollars per pay period... \$1,170.00 Annually  
After thirty (30) years of service. Fifty-three (\$53.00) Dollars per pay period... \$1,378.00 Annually

Longevity shall be determined upon the anniversary of each employee's employment. If an employee should retire or quit before the Longevity is paid out, it will be pro-rated on the employee's final check.

ARTICLE 27

GROUP LIFE AND HEALTH INSURANCE

Section 1. There shall be in effect during the term of this Agreement, a Group Life and Health Insurance coverage, provided by the Employer on participating regular employees and their dependents.

The employer agrees to contribute during this Agreement, for a single person, 100% of the cost per month, and for a family, 90% of the cost per month, towards the Group Insurance benefits herein provided by the Employer. The balance of any premium costs for insurance on the employee, or for

any employee and their dependents shall be paid by the employee. After six (6) months employment, new employees shall be eligible for Group Life and Health Insurance.

Section 2. Employees covered by this agreement will be eligible for an employer paid Single Policy in the Group Medical Insurance Program coverage in effect at the time they take a normal retirement under the State of Iowa laws covering the pension and retirement plan of which they are under. The Single Policy coverage will start the first day of retirement until Medicare eligibility. If the retiree wishes to expand this coverage to another insurance level option they may do so by using the benefit option in Article 23, Section 5 (second paragraph). Under no circumstances will the Employer pay more than the cost of a Single Policy. If during the contract period the cost of a Single Policy increases ten percent (10%) or more, (in any one year), the employer, upon notification to the retiree and the Union, will continue to pay the cost previous to the increase with the retiree paying the difference.

## ARTICLE 28

### TIME OFF FOR FUNERALS

#### Section 1

Employees will be allowed three (3) days off work, with pay, as bereavement leave, in the case of a death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate for a total of twenty-four hours. The immediate family shall include spouse, father, mother, son, son-in-law, daughter, daughter-in-law, foster child, sister, sister-in-law, brother, brother-in-law, aunt, uncle, step-parent, step-children, step-brother or sister, grandparents, grandchildren, and other corresponding relatives of the employee and spouse, or other relatives residing in the employees immediate household. Employees will be allowed one (1) day off work with eight (8) hours pay, as mentioned above, as bereavement leave for any relative, of the employee, not mentioned above.

#### Section 2

It is further agreed that an employee be allowed without loss of pay two (2) hours off work to attend a funeral of another employee working under this Agreement.

#### Section 3

Employees taking time off to serve as pallbearers shall be allowed four (4) hours off work without loss of pay. Employees, at the manager's option, shall be allowed to take an additional four (4) hours off with pay, which shall be deducted from their vacation accrual.

## ARTICLE 29

### JURY PAY

The Employer agrees to pay all employees called to serve on any Jury, the difference in wages between Jury Pay and their regular earnings, due to examination, selection, and/or actual service on a Jury.

If an employee is discharged from the Jury before the workday ends, the employee must report immediately to the Employer for work. This shall be construed to mean, pay for the regular working hours of the employee selected for such jury duty.

## ARTICLE 30

### PROTECTIVE CLOTHING AND WORK CLOTHING

The operator on the oil truck will be furnished protective clothing, etc. and paid for by the Employer. The Union Steward, oiler operator and Superintendent of the Street Department are to determine what protective clothing, etc. are to be needed for such operations. Employer will provide protective gloves to persons in the Sanitation Department for use during demolition work and on the garbage trucks when engaged in garbage or refuse collection. Employees shall wear said protective gloves when engaged in such work, or as otherwise ordered by the City.

Employer will provide one pair of safety glasses to each employee and will contribute thirty-seven dollars and fifty cents (\$37.50) towards prescription safety glasses each year. Employee to be reimbursed upon paid receipt.

Employer will provide winter coveralls each year to those employees whose duties require them to perform duties outside. Employee to be reimbursed upon paid receipt and upon return of the damaged or worn-out articles of clothing.

The failure to use and wear protective clothing including gloves provided by the City may be a cause for the disciplining of an employee.

The City will provide work uniforms for all departments.

## ARTICLE 31

### CITY TO PAY FOR DAMAGED TOOLS AND COMMERCIAL DRIVER'S LICENSE

#### Section 1

Each Mechanic, in the Garage and Mechanical Maintenance Department, shall provide his/her own hand tools of a sufficient quantity and quality, to generally enable independent work on cars, trucks, and heavy equipment of the type within the City inventory. The City shall provide each Mechanic, in

the Garage and Mechanical Maintenance Department, with a \$500.00 per year tool allowance, which will be reimbursed to the mechanic upon paid receipt.

## Section 2

All employees covered by this Contract shall hold a valid Commercial Driver's License. The City will pay for the first Commercial Drivers License of the employee and thereafter, will pay the difference between a regular license and a Commercial Driver's License.

## ARTICLE 32

### RIGHT TO PARTICIPATE IN IPERS

The City assures the employees of their rights to participate in, the IPERS Retirement Program governed by the laws of the State of Iowa.

## ARTICLE 33

### BREAK PERIODS

Employees will be allowed to take a twenty (20) minute break in the morning. Travel time shall not be computed as part of the employee's break. The Employer reserves the right to stagger, by departments within the Bargaining Unit, the time of taking breaks, so as to avoid congestion at any workstation. All departments shall use break sites, as in the past.

## ARTICLE 34

### PROVISION REGARDING HANDICAPPED EMPLOYEES

In the event, a handicapped individual is employed by the City of Keokuk under this Agreement, the City of Keokuk shall not be required to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation and no such person shall gain by virtue of this Agreement, any rights in addition to those provided by Chapter 601A of the 1985 Code of Iowa. This provision is intended by the parties to comply with Section 601A.14 of the 1985 Code of Iowa.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding, and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.



## ARTICLE 35

### JOINT SAFETY AND HEALTH COMMITTEE

It is the desire of the City of Keokuk and the Union, to maintain the highest standards of health and safety in employment conditions, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the course of employment. To effectuate these ends, the Employer shall appoint three (3) members and the Union shall appoint two (2) members to the Joint Occupational Safety and Health committee, which shall serve as an advisory committee to the City Council. The committee shall meet at such times, as either its members, the Union or the City of Keokuk shall request, but in no case less than once during each contract year. The committee shall upon its own motion or at the request of the City of Keokuk or the Union, inspect the physical facilities, wherein or whereat persons covered by this Agreement are employed, in order to detect hazardous physical conditions or procedures related to health and safety. The Committee may recommend changes in the facilities, the use, or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions, within or relating to departments covered by this Agreement. Records of all accidents, injuries, and illness shall be maintained by the City of Keokuk and shall be available to the Committee or its members upon request. These reports shall include all reports required by the State of Iowa under Chapter 88 of the Code, or by the United States of America under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by either the State of Iowa or the United States, under either aforementioned provisions of law. Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the City of Keokuk or the Union or any individual under either, the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the City of Keokuk to conduct independent investigations or inspections, as required or allowed by law. No employee shall be required to perform work under hazardous conditions.

The Department Safety Committee shall meet at least four (4) times a year, in order to investigate and discuss such safety matters as accidents, injuries, illnesses, and how they can be prevented, safety procedures, unsafe practices, unsafe areas or procedures in the plant, etc. They shall also be in charge of reviewing and suggesting changes to the Employee Safety Manual. The Union members will be paid at applicable rate of pay for hours actually spent at the Committee meeting.

It is the understanding that this Committee will not replace the Joint Occupational Safety and Health Committee, but will supplement it. All reports of the Committee shall be sent to the Joint Committee for consideration and also posted on the Bulletin Board at the Department. Any disputes between Employer and Union or any unresolved matters from the committee shall be sent to the Joint Committee for resolution.

There shall be two (2) management members of this department to the Department Safety Committee and the Union shall appoint two (2) members to serve for a one-(1) year period.

### ARTICLE 36

#### EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to cooperate fully to assure there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, or age.

### ARTICLE 37

#### RULE OF CONSTRUCTION

In the construction of this contract, whenever words of the masculine gender are used either, as words or parts of words, they shall be assumed to include the feminine.

### ARTICLE 38

#### PERSONAL LEAVE

##### Section 1

Each employee will be granted four (4) personal leave days with pay, per fiscal year. Personal leave days may be taken upon approval of the Department manager. After successful completion of the ninety (90) working day probationary period a new employee hired between July and September will be granted four (4) days personal leave; if hired between October and December they will be granted three (3) personal leave days and if hired between January and March will be granted two (2) personal leave days and if hired between April and June they will be granted one (1) personal leave day to be taken before the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30<sup>th</sup> of each year.

##### Section 2.

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a Holiday, then the employee shall be granted the next available day as designated by the Department Manager.

## ARTICLE 39

### RANDOM DRUG AND ALCOHOL TESTING

The Employer will provide for mandatory random drug and alcohol testing for all employees who maintain a valid commercial driver's license in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991 as amended.

## ARTICLE 40

### SCHOOLING PERTAINING TO THE EMPLOYER'S BUSINESS

If the employer requires an employee to attend schooling and the employee is scheduled to work, he or she shall be paid his or her regular rate of pay while attending school for time actually expended in the classroom or at practical instruction, if not more than eight hours, at one and one half times the base pay, for time expended over eight hours each day. All employees attending school shall receive mileage, unless the employer furnished transportation. It is the intent of the parties, that any employee attending school under this Article shall receive at least eight (8) hours pay for such attendance at school.

ARTICLE 41

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from July 1, 2006 through and including June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19<sup>th</sup> day  
of April, A.D. 2006.

CITY OF KEOKUK,

BY: \_\_\_\_\_

  
DAVID GUDGEL, MAYOR

ATTEST: \_\_\_\_\_

  
DONNA EILERS, CITY CLERK

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION #238

Affiliated with the International Brotherhood of Teamsters

BY: \_\_\_\_\_

  
Secretary/Treasurer

BY: \_\_\_\_\_

 3/23/06  
Business Representative